

PACT SOLUTIONS LTD TERMS OF BUSINESS

1. INTRODUCTION

These terms of business (the “**Terms**”) govern the provision of professional services, including consultancy and delivery support services (the “**Services**”) by PACT Solutions Ltd, a company registered in England and Wales with company number 15068514 and registered office at 2 Gloucester Road North, Bristol, BS7 0SF (“**PACT**”, “**we**”, or “**our**”), to the Client identified in the relevant Statement of Work (“**Client**”, “**you**” or “**your**”). Please read these Terms carefully before engaging PACT, as they set out the basis on which the Services are provided, including the allocation of responsibilities and risk between us.

By entering into a statement of work or ordering document setting out the scope, description and commercial terms of the Services to be provided under these Terms (a “**Statement of Work**”), or otherwise engaging PACT to provide Services, you agree to be bound by these Terms and confirm that you have the authority to do so on behalf of the Client.

These Terms, together with any applicable Statement of Work agreed between us, constitute the entire agreement and a legally binding contract between you and PACT in relation to the Services (the “**Agreement**”). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of PACT that is not expressly set out in these Terms or a Statement of Work. In the event of any inconsistency between these Terms and a Statement of Work, the Statement of Work shall prevail.

The Agreement between us shall be formed upon the earlier of: (a) your signing and returning the relevant Statement of Work; or (b) your instructing PACT to commence work in relation to a Statement of Work, whether in writing (including by email) or orally (the “**Effective Date**”). Any quotation for the Services is provided on the basis that a binding agreement will only come into existence in accordance with these Terms.

PACT may update or amend these Terms from time to time. Where changes are made in a material way, the updated version will be made available on PACT’s website or otherwise notified to you. Your continued engagement of PACT following any such update constitutes acceptance of the revised Terms. If you do not agree to the updated Terms, your sole remedy is to cease using the Services and, where applicable, terminate the Agreement in accordance with its terms.

2. DEFINITIONS AND INTERPRETATION

In these Terms, capitalised words and expressions have the meanings given to them in the body of these Terms, in the relevant Statement of Work, or in the definitions section set out at the end of this document, unless the context otherwise requires.

Unless expressly stated otherwise:

- a) references to a “**Clause**” are to a Clause of these Terms;
- b) references to the singular include the plural and vice versa;
- c) references to any statute or statutory provision include any amendment, extension or re-enactment of it and any subordinate legislation made under it;
- d) references to “**including**” or “**include**” shall be construed as illustrative only and shall not limit the sense of the words preceding them;
- e) headings are for convenience only and do not affect the interpretation of these Terms; and
- f) a reference to “**writing**” or “**written**” includes email.

3. PROVISION OF SERVICES

3.1. General

PACT will make the Service(s) available for the benefit of the Client in accordance with these Terms and a Statement of Work.

PACT shall provide the Services, whether directly or through appropriately qualified personnel engaged by PACT, with reasonable skill and care, in accordance with generally accepted industry standards and the terms of the applicable Statement of Work. PACT shall allocate such time, resources and attention as are reasonably necessary for the proper performance of the Services.

PACT does not warrant that the Services will achieve any particular outcome, result or objective, nor that the Services will be error-free or uninterrupted, except to the extent expressly agreed in a Statement of Work.

Except as expressly set out in this Agreement or an applicable Statement of Work, all warranties, conditions and other terms implied by statute or common law in relation to the Services are excluded to the fullest extent permitted by law.

3.2. Performance Dates and Delivery

Any performance dates, milestones or delivery timescales specified in a Statement of Work are estimates only, unless expressly stated otherwise in that Statement of Work. Time for performance of the Services shall not be of the essence of this Agreement.

Subject to the terms of the applicable Statement of Work, PACT shall determine the manner in which the Services are performed, including the allocation of resources and whether the Services are delivered remotely or on-site.

PACT shall use reasonable endeavours to observe any applicable site policies, health and safety rules or security requirements notified to it in accordance with this Agreement, provided that PACT shall not be required to comply with any such requirement to the extent that it would prevent PACT from performing its obligations under this Agreement.

3.3. Personnel and Resourcing

PACT shall be responsible for providing the personnel necessary to perform the Services and shall ensure that such personnel have appropriate skills, experience and qualifications for the Services they are engaged to perform.

Unless expressly agreed otherwise in a Statement of Work, PACT shall have discretion over the selection, allocation and deployment of personnel used to provide the Services, including the size and composition of any delivery team.

3.4. Substitution

PACT may, at its discretion, replace or substitute any personnel engaged in the performance of the Services with alternative personnel of comparable skills, experience and qualifications.

Where a Statement of Work specifies named personnel, PACT shall use reasonable endeavours to provide such personnel, but reserves the right to make substitutions where reasonably necessary, including due to unavailability, illness, resignation or other circumstances beyond PACT's reasonable control.

Any substituted personnel shall be subject to equivalent confidentiality and security obligations as apply under this Agreement.

3.5. Information Security

PACT shall implement and maintain appropriate technical and organisational measures designed to protect information accessed, processed or handled in connection with the Services against unauthorised or unlawful access, loss, destruction, alteration or disclosure.

Such measures shall be proportionate to the nature of the Services, the sensitivity of the information

involved and the risks presented, and shall be consistent with PACT's obligations under these Terms, including its confidentiality and data protection obligations.

Nothing in this Agreement shall require PACT to implement any specific security standards, certifications or controls unless expressly agreed in a Statement of Work.

3.6. Compliance with Law

PACT shall comply with all applicable laws and regulations in force in England and Wales which are directly applicable to PACT in the performance of the Services.

Nothing in this Agreement shall require PACT to comply with any law, policy or internal requirement applicable to you unless expressly agreed in a Statement of Work.

3.7. No Exclusivity

Nothing in this Agreement shall prevent PACT from providing services to other clients, including services that are similar to or compete with the Services, provided that PACT complies with its obligations under this Agreement. Nothing in this Agreement shall prevent PACT from being engaged in, concerned with or having any financial or other interest in any other business, trade, profession or occupation, provided that such activities do not cause PACT to be in breach of its obligations under this Agreement.

Nothing in this Agreement creates any exclusivity, minimum commitment or preferential arrangement between the parties unless expressly agreed in a Statement of Work.

4. CLIENT RESPONSIBILITIES

4.1. Statements of Work/Affiliate Usage

Client may place orders for Services under these Terms by executing a Statement of Work.

Client's Affiliates may place orders for Services under these Terms by executing a Statement of Work with PACT. When an Affiliate signs a Statement of Work, such Affiliate shall (i) be considered as the '*Client*' for purposes of such Statement of Work, and shall be bound by the terms and conditions hereof; and (ii) Client shall be liable to PACT for all actions and omissions of its Affiliate with respect to the subject matter of these Terms as if they were those of Client hereunder.

4.2. Authorised Representative

You shall appoint a suitably qualified and authorised representative (the "**Authorised Representative**") who shall be responsible for the day-to-day management of the Services and shall act as the primary point of contact between you and PACT.

The Authorised Representative shall have sufficient authority to provide instructions to PACT, approve deliverables (where applicable), make operational decisions, and otherwise act on your behalf in connection with the Services. PACT shall be entitled to rely on any instructions, approvals or decisions given by the Authorised Representative in relation to the Services.

You shall ensure that the Authorised Representative is reasonably available throughout the provision of the Services and that any change to the identity or authority of the Authorised Representative is notified to PACT promptly in writing.

4.3. Information, Instructions and Cooperation

You shall provide PACT, in a timely manner, with all information, instructions, materials and cooperation reasonably required to enable PACT to perform the Services in accordance with the Agreement.

You shall ensure that all information and instructions provided to PACT are accurate, complete and not misleading, and shall promptly notify PACT of any changes to such information or instructions which may affect the provision of the Services. You acknowledge that decisions taken by you based on the Services

remain your responsibility.

You shall cooperate with PACT in all matters relating to the Services, including by making relevant personnel reasonably available, responding promptly to requests for information or clarification, and providing timely decisions, approvals and feedback where required.

4.4. Access to Premises, Systems and Facilities

You shall provide PACT, its employees, agents and subcontractors with such access to your premises, systems, data, documentation and other facilities as is reasonably required to enable PACT to perform the Services.

Where access to your systems, networks or data is required, you shall ensure that such access is provided in a timely manner, that appropriate permissions and credentials are granted, and that any reasonable access or security requirements are communicated to PACT in advance.

Where the Services are to be performed on your premises, you shall:

- a) provide such access during normal working hours and shall ensure that appropriate working space, connectivity and facilities are made available, at no additional cost to PACT; and
- b) ensure that PACT personnel are provided with a safe working environment and that any applicable site policies, health and safety requirements, or security procedures are communicated to PACT in advance

4.5. Equipment, Systems and Technical Environment

You are responsible for ensuring that any equipment, systems, software, networks and technical environment provided or made available by you in connection with the Services are properly configured, maintained, secure and fit for their intended purpose.

You shall ensure that PACT is informed in advance of any material changes to your technical environment that may affect the provision of the Services, including changes to systems, configurations, interfaces, access methods or security controls.

PACT shall not be responsible for any defect, failure or additional cost arising from deficiencies in, or changes to, your equipment, systems or technical environment, except to the extent expressly agreed otherwise in a Statement of Work.

4.6. Remote Working Arrangements

Where the Services are performed remotely, you shall ensure that PACT is provided with the access, accounts, permissions and tools reasonably required to perform the Services, including access to relevant systems, collaboration platforms and documentation.

You acknowledge that the effective provision of the Services may depend on the availability and functionality of your remote working arrangements, systems and tools, and PACT shall not be responsible for any deficiencies in such arrangements or tools.

Unless expressly agreed otherwise in a Statement of Work, PACT shall determine the manner in which the Services are delivered, including whether Services are performed remotely or on-site.

4.7. Client Data, Accuracy and Quality

Where the provision of the Services requires access to, or use of, data supplied by you or on your behalf (the “**Client Data**”), you shall ensure that such data is accurate, complete, up to date and provided in a timely manner. You shall retain sole ownership and control of all Client Data stored, processed, or otherwise handled through or in connection with the Services. For the avoidance of doubt, Client Data shall also include Personal Data.

You are responsible for the legality, integrity and quality of any Client Data made available to PACT in connection with the Services, including ensuring that you have all necessary rights, permissions and lawful bases to provide such data for the purposes of the Services.

PACT shall be entitled to rely on the Client Data provided by you and shall not be responsible for any error, defect or adverse outcome arising from inaccurate, incomplete, unlawful or poor-quality data, except to the extent expressly agreed otherwise in a Statement of Work.

4.8. Security, Access Controls

You shall implement and maintain appropriate technical and organisational security measures within your systems and environments that are relevant to the Services, including controls relating to user access, authentication and authorisation.

Where access to your systems, networks or data is required for the provision of the Services, you shall ensure that PACT is provided with appropriate access credentials and permissions in a timely manner and that such access is limited to what is reasonably necessary for the performance of the Services.

You shall promptly notify PACT of any actual or suspected security incident, breach or vulnerability within your systems that may reasonably affect the provision of the Services or the security of data accessed by PACT.

PACT shall not be responsible for any loss or compromise arising from deficiencies in your security measures or from unauthorised access to your systems, except to the extent expressly agreed otherwise in a Statement of Work.

4.9. Third-Party Systems

Where the Services involve or depend upon systems, software, services or deliverables provided by third parties (including other suppliers, vendors or partners engaged by you), you are responsible for ensuring that PACT is provided with the necessary access, permissions, licences and cooperation required to enable the Services to be performed.

PACT does not control, and shall not be responsible for, the availability, performance, security or functionality of any third-party systems or services, nor for any delay, failure or additional cost arising from acts or omissions of third parties.

Any timelines, deliverables or dependencies relating to third-party systems or vendors shall be treated as contingent on the timely performance and cooperation of those third parties, unless expressly agreed otherwise in a Statement of Work.

4.10. Licences

You shall obtain, maintain and comply with all licences, approvals, consents and permissions required for the provision of the Services, including those relating to your premises, systems, data, third-party software or services, and any materials provided by you to PACT.

You shall ensure that your use of the Services, and any materials, data or systems made available to PACT in connection with the Services, complies with all applicable laws and regulations.

4.11. Review, Feedback and Approvals

Where the Services involve the provision of deliverables or outputs, you shall review such deliverables within any review period specified in the applicable Statement of Work, or if no period is specified, within a reasonable time following delivery.

You shall provide PACT with clear, consolidated and timely feedback on any deliverables, including details of any material non-conformance with the agreed scope of the Services. PACT shall use reasonable endeavours to address any material non-conformance in accordance with the Statement of Work.

Failure to provide feedback or raise any material issues within the applicable review period shall constitute acceptance of the relevant deliverables for the purposes of the Services.

4.12. Suspension and Default

Without prejudice to any other rights or remedies available to it, PACT may suspend the provision of the Services, in whole or in part, where your failure to comply with your obligations under this Agreement materially prevents, delays or adversely affects the performance of the Services. PACT shall resume the Services as soon as reasonably practicable following remedy of the relevant failure by you.

PACT shall not be responsible for any resulting delay, failure or impact on the Services arising from such failure, and any agreed timelines, milestones or delivery dates shall be adjusted accordingly. PACT shall be entitled to recover any reasonable additional costs incurred as a result of such suspension or delay.

5. FEES, CHARGES AND PAYMENT

5.1. Fees and Pricing Structure

The fees payable for the Services shall be as set out in the applicable Statement of Work.

Unless expressly stated otherwise in a Statement of Work, fees may be based on a fixed price, time and materials, or such other pricing structure as agreed between us.

The Statement of Work shall specify the applicable pricing structure, rates (if relevant), payment milestones and any assumptions on which the fees are based.

5.2. Fixed Price Services

Where the Services are provided on a fixed price basis, the total price for the Services shall be the amount set out in the applicable Statement of Work.

Unless expressly stated otherwise in the Statement of Work, fixed prices are based on the assumptions and scope described in the Statement of Work and are not subject to adjustment except in accordance with the change control provisions of this Agreement.

Where a Statement of Work provides for a single payment in respect of fixed price Services, PACT shall invoice you for the fixed price in advance.

5.3. Time and Materials Services

Where the Services are provided on a time and materials basis, the fees payable shall be calculated in accordance with the hourly or daily rates set out in the applicable Statement of Work and the time reasonably spent performing the Services. Unless otherwise agreed in a Statement of Work, daily rates are calculated on the basis of an eight (8) hour working day during PACT's normal business hours on Business Days.

Any work performed outside normal business hours, or in excess of the standard working day, shall be chargeable only where expressly agreed in advance and will be charged at the rates specified in the Statement of Work.

PACT shall invoice you for time and materials Services monthly in arrears, unless otherwise agreed in the applicable Statement of Work.

5.4. Deposits, Stage Payments and Retainers

Where a Statement of Work provides for the payment of a deposit, stage payments or retainers, PACT shall invoice you for such amounts in accordance with the timing and milestones specified in the Statement of Work.

Deposits and retainers are payable in advance and, unless expressly stated otherwise in the Statement of

Work, are non-refundable once invoiced.

Stage payments shall become due upon achievement of the relevant milestone or at the time specified in the Statement of Work, and shall not be contingent on final completion of the Services unless expressly agreed otherwise.

5.5. Timesheets

Where the Services are provided on a time and materials basis, PACT may use timesheets or other reasonable records to record the time spent performing the Services. Where timesheets are used, you shall review and approve such timesheets within a reasonable period specified by PACT or, if no period is specified, within five (5) Business Days of submission, solely for the purpose of verifying the time recorded.

If you dispute the accuracy of any time recorded in good faith, you shall notify PACT promptly, providing sufficient detail of the disputed items, and the parties shall cooperate in good faith to resolve the dispute.

Approval of timesheets confirms the time spent performing the Services during the relevant period but does not in and of itself constitute acceptance of any deliverables. You may not withhold approval of a timesheet solely on the basis of dissatisfaction with the quality of the Services, which shall be addressed in accordance with this Agreement.

Failure to approve or dispute a timesheet within the applicable period shall not relieve you of your obligation to pay the fees properly due for time spent performing the Services.

5.6. Invoicing and Payment Terms

PACT shall invoice you in accordance with the applicable Statement of Work. Unless otherwise agreed in writing, all invoices shall be payable in full, without deduction or set-off, within thirty (30) days of the invoice date. Payment shall be made in cleared funds to the bank account specified on the invoice, using the payment method indicated by PACT.

You shall notify PACT promptly of any good faith dispute in respect of an invoice, providing reasonable detail of the grounds for the dispute. Any undisputed portion of an invoice shall be paid in accordance with this Clause.

5.7. Expenses

Unless expressly stated otherwise in a Statement of Work, fees for the Services are exclusive of reasonable expenses incurred by PACT in the performance of the Services.

PACT shall only recover expenses where such expenses have been agreed with you in advance or are expressly provided for in the applicable Statement of Work. Any approved expenses shall be invoiced at cost (or, where applicable, at recognised industry rates) together with reasonable supporting information.

Expenses shall be payable in accordance with the payment terms set out in this Agreement.

5.8. Taxes

All fees and charges payable under this Agreement are stated exclusive of value added tax ("VAT").

VAT shall be added to invoices at the applicable rate and paid by you in addition to the fees and charges, subject to the provision of a valid VAT invoice.

Each party shall be responsible for its own taxes arising in connection with this Agreement, except as expressly stated otherwise.

5.9. Late Payment and Suspension for Non-Payment

If you fail to pay any undisputed amount due under this Agreement by the due date, PACT may charge interest on the overdue amount at a rate of five per cent (5%) per annum above the Bank of England base

rate from time to time, accruing on a daily basis from the due date until payment is made, whether before or after judgment.

Without prejudice to any other rights or remedies available to it, PACT may suspend the provision of the Services, in whole or in part, until all outstanding undisputed amounts have been paid in full.

PACT shall not be responsible for any delay, failure or impact on the Services arising from any such suspension, and any agreed timelines or delivery dates shall be adjusted accordingly.

5.10. Payment Disputes and Set-Off

If you dispute any part of an invoice, you shall notify PACT promptly and in any event within a reasonable period, providing reasonable detail of the grounds for the dispute.

You shall pay any undisputed portion of an invoice in accordance with this Agreement, and the parties shall cooperate in good faith to resolve any disputed amounts as soon as reasonably practicable.

Except as expressly permitted under this Clause, all amounts payable under this Agreement shall be paid in full without set-off, counterclaim, deduction or withholding of any kind.

6. THIRD-PARTY SUBSCRIPTIONS

Where, at your request or as expressly provided for in a Statement of Work, PACT procures licences, subscriptions or other products or services from a third party in connection with the Services or Deliverables ("**Third-Party Materials**"), you shall be responsible for payment of all fees, charges and other costs payable in respect of such Third-Party Materials in accordance with the applicable Statement of Work.

Fees relating to Third-Party Materials are payable as pass-through costs and are not contingent upon the acceptance of any Deliverables, the achievement of milestones, or the completion of the Services, unless expressly agreed otherwise in writing.

You acknowledge that the availability, delivery, performance and functionality of Third-Party Materials are outside PACT's control and are subject to the terms and conditions of the relevant third-party supplier. PACT shall not be responsible for any delay, failure or issue arising from any act or omission of a third-party supplier, provided that PACT has acted with reasonable care in procuring such Third-Party Materials in accordance with your instructions.

7. CONFIDENTIALITY

7.1. Confidential Information

For the purposes of this Agreement, "**Confidential Information**" means all information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether before or after the date hereof, in any form or medium, which is marked as confidential or which ought reasonably to be regarded as confidential given the nature of the information and the circumstances of its disclosure.

Confidential Information includes, without limitation, information relating to a party's business, operations, finances, pricing, clients, suppliers, personnel, technology, systems, data, software, methodologies, know-how, trade secrets, and any information derived from or based on such information.

Confidential Information does not include information which the Receiving Party can demonstrate:

- a) is or becomes publicly available other than through a breach of this Agreement by the Receiving Party or any person to whom it has disclosed such information in accordance with this Agreement;
- b) was lawfully in the Receiving Party's possession before disclosure by the Disclosing Party and was not subject to any obligation of confidentiality at the time of such possession;
- c) is lawfully disclosed to the Receiving Party by a third party who is not under an obligation of confidentiality in respect of such information; or

- d) is independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

7.2. Confidentiality Obligations

Each party shall keep the Confidential Information of the other party confidential and shall not, without the prior written consent of the Disclosing Party, disclose or use such Confidential Information except as permitted under this Agreement or as necessary for the performance of its obligations under this Agreement.

Each party shall take reasonable steps to protect the Confidential Information of the other party from unauthorised use, access or disclosure, and shall apply at least the same degree of care as it applies to its own confidential information of a similar nature.

7.3. Permitted Disclosure

A party may disclose the Confidential Information of the other party to its employees, officers, contractors, subcontractors, professional advisers or representatives on a need-to-know basis, provided that such persons are subject to confidentiality obligations no less onerous than those set out in this Agreement.

A Receiving Party may also disclose the Confidential Information of the Disclosing Party to the extent that such disclosure is required by law, regulation, court order or by any governmental or regulatory authority with jurisdiction over the Receiving Party. In case of such disclosure and where permitted by applicable law, the Receiving Party shall give the Disclosing Party prompt written notice of any required disclosure under this Clause and shall cooperate, at the Disclosing Party's cost, in any reasonable efforts to limit the scope of such disclosure.

7.4. Duration

The confidentiality obligations set out in this Agreement shall apply during the term hereof and shall continue for a period of five (5) years after its termination or expiry.

In respect of any Confidential Information which constitutes a trade secret, the confidentiality obligations shall continue for so long as such information remains a trade secret under applicable law.

7.5. Return or Destruction of Confidential Information

Upon termination or expiry hereof, or upon written request by the Disclosing Party, the Receiving Party shall promptly return or, at the Disclosing Party's option, securely destroy all Confidential Information of the Disclosing Party in its possession or control, except to the extent that retention is required by law or its compliance, audit or record-keeping purposes.

Any Confidential Information retained in accordance with this Clause shall remain subject to the confidentiality obligations set out in this Agreement.

8. DATA PROTECTION

8.1. Compliance with Data Protection Laws

Each party shall comply with its respective obligations under all applicable data protection and privacy laws and regulations, in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and any subordinate legislation and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (as amended) (the "**Data Protection Laws**").

8.2. Data Protection Roles

The parties acknowledge that, depending on the nature of the Services and as specified in the applicable Statement of Work, each party may act as a controller, joint controller or processor of Personal Data for the purposes of Data Protection Laws.

Where the parties act as independent controllers, each party shall be responsible for its own compliance with Data Protection Laws in respect of the Personal Data it processes.

8.3. Processing of Personal Data and Data Processing Agreement

Where, in connection with the provision of the Services, PACT processes Personal Data on behalf of you as a processor (within the meaning of Data Protection Laws), such processing shall be carried out only on your documented instructions and in accordance with Data Protection Laws.

In such circumstances, the parties shall enter into a data processing agreement (“**DPA**”) that complies with Article 28 of the UK GDPR. The DPA shall govern the processing of Personal Data by PACT as processor and shall prevail over these Terms to the extent of any conflict in relation to data protection matters.

PACT shall not be required to commence any processing of Personal Data as a processor until a compliant DPA has been agreed between the parties.

8.4. International Transfers

Neither party shall transfer Personal Data outside the United Kingdom or the European Economic Area in connection with this Agreement unless such transfer is carried out in compliance with applicable Data Protection Laws, including through the use of an appropriate lawful transfer mechanism.

Where required by Data Protection Laws, the parties shall implement appropriate safeguards in respect of any such transfer, including standard contractual clauses or other recognised transfer mechanisms.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Pre-Existing Intellectual Property

Each party shall retain ownership of all Intellectual Property Rights owned by or licensed to it prior to the commencement of the Services or developed independently of the Services (“**Pre-Existing IP**”).

Nothing in this Agreement shall operate to transfer ownership of a party’s Pre-Existing IP to the other party.

9.2. Deliverables

Subject to Clause 9.1 (Pre-Existing Intellectual Property), all Intellectual Property Rights in any deliverables, reports, documents, materials or other outputs created by or on behalf of PACT in the course of providing the Services (the “**Deliverables**”) shall vest in PACT upon creation.

Nothing in this Agreement shall restrict PACT’s right to use any know-how, skills, experience, methodologies, techniques or ideas developed or used in the course of providing the Services, provided that such use does not disclose or misuse your Confidential Information.

9.3. License Grant

Subject to your compliance with the Agreement and payment of all applicable fees, PACT grants you a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables for your internal business purposes for which the Services were provided in accordance with a Statement of Work.

The licence granted under this Clause does not include the right to modify, exploit, commercialise, distribute or make available the Deliverables to any third party, except as expressly permitted in a Statement of Work or as required by applicable law.

To the extent permitted by applicable law, PACT shall procure that any individuals engaged in the creation of the Deliverables waive, or agree not to assert, any moral rights in the Deliverables to the extent necessary

to give effect to the licence granted under this Clause.

9.4. Third-Party Materials

To the extent that any Deliverables incorporate or rely upon Third-Party Materials, your use of such Third-Party Materials shall be subject to the terms and conditions of the applicable third-party licence. PACT does not warrant that it owns the Intellectual Property Rights in any Third-Party Materials and shall not grant any rights in such Third-Party Materials other than those that PACT is lawfully entitled to grant.

9.5. Client Materials

You shall retain ownership of all Intellectual Property Rights in any materials, data, content, software or other information provided or made available by you to PACT in connection with the Services (“**Client Materials**”).

You grant to PACT a non-exclusive, royalty-free, non-transferable licence for the term hereof to use the Client Materials solely to the extent necessary for the performance of the Services and for complying with its obligations under this Agreement.

You warrant that you have the right to provide the Client Materials to PACT for such purposes and that PACT’s use of the Client Materials in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

9.6. Reservation of Rights

Except as expressly set out in this Agreement, no Intellectual Property Rights are granted or transferred by either party, whether by implication, estoppel or otherwise. All rights not expressly granted under this Agreement are reserved by the relevant party.

10. RECORDS AND TRANSPARENCY

10.1. Record-Keeping

PACT shall maintain complete, accurate and up-to-date records relating to the provision of the Services and the fees charged under the Agreement, to the extent reasonably necessary to demonstrate performance of the Services and compliance with the Agreement.

Such records shall be retained for a reasonable period following completion of the relevant Services, having regard to applicable legal, regulatory and public-sector governance requirements.

10.2. Transparency

To the extent required by applicable law, regulation or formal public-sector governance requirements, or where reasonably requested by you for legitimate public-sector accountability purposes, PACT shall cooperate in good faith by providing relevant information relating to the Services.

Any cooperation under this clause shall be limited to information reasonably necessary for such purposes and shall be provided in a manner that minimises disruption to PACT’s business operations.

10.3. Limitations and Safeguards

Nothing in this Agreement shall require PACT to disclose or make available:

- a) any information that is confidential to PACT or any third party, except to the extent disclosure is required by law;
- b) any information that is unrelated to the Services;
- c) any information protected by legal professional privilege; or
- d) any information whose disclosure would breach applicable law or contractual obligations owed to third parties.

Any information disclosed pursuant to this section shall be subject to the confidentiality obligations set out in this Agreement.

11. TERM AND TERMINATION

11.1. Term of the Agreement

This Agreement shall commence on the Effective Date and shall continue in force unless and until terminated in accordance with this Section.

Each Statement of Work shall commence on the date specified in such Statement of Work and, unless terminated earlier in accordance with this Agreement or the relevant Statement of Work, shall continue for the duration specified in that Statement of Work.

11.2. Termination

Either party may terminate this Agreement or any affected Statement of Work by written notice to the other party:

- a) with effect on the expiry of thirty (30) days following written notice:
 - i. if the other party commits a material breach of these Terms or the relevant Statement of Work and, where such breach is capable of remedy, fails to remedy that breach within such period; or
 - ii. for convenience and without cause; or
- b) with immediate effect:
 - i. if the other party becomes insolvent or is the subject of any proceedings relating to insolvency, receivership, liquidation or administration, makes an arrangement with its creditors, or ceases or threatens to cease to carry on business, or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
 - ii. where a material breach committed by such party is not capable of remedy.

11.3. Effects of Termination

Termination or expiry of these Terms or any Statement of Work shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

Termination or expiry of a Statement of Work shall not, of itself, terminate this Agreement or any other Statement of Work then in force, unless expressly stated otherwise.

Termination shall not relieve the Client of the obligation to pay all fees, charges and expenses accrued or payable to PACT up to the effective date of termination, including fees in respect of Services performed and any third-party costs properly incurred or committed by PACT prior to termination.

12. INDEMNIFICATION

12.1. Indemnification by PACT

Subject to Clause 12.3 (Indemnification Conditions), PACT shall indemnify and hold harmless the Client against any losses, damages, costs and expenses finally awarded against the Client arising from any third-party claim alleging that the Deliverables or the Services, as provided by PACT and used in accordance with the Agreement, infringe any Intellectual Property Rights of that third party.

PACT shall have no liability under this Clause to the extent that the claim arises from:

- a) materials, data or instructions provided by or on behalf of the Client;
- b) use of the Deliverables otherwise than in accordance with these Terms or the relevant Statement of

Work;

- c) modification of the Deliverables by any person other than PACT; or
- d) combination of the Deliverables with other materials, software or systems not approved in writing by PACT.

12.2. Indemnification by Client

Subject to Clause 12.3 (Indemnification Conditions), Client shall indemnify and hold harmless PACT against any losses, damages, costs and expenses finally awarded against PACT arising from any third-party claim resulting from:

- a) any materials, data (including Client Data), software, systems or instructions provided by or on behalf of the Client, including any allegation that such materials, data or instructions infringe the Intellectual Property Rights of a third party;
- b) the Client's use of the Deliverables or Services otherwise than in accordance with this Agreement; or
- c) any third-party claim (including any data subject) alleging any unauthorised or unlawful receipt, processing, transmission or storage of Personal Data by PACT in connection with the performance of the Services, to the extent such claim arises from or results from the Client's breach of its obligations under these terms or any applicable Data Protection Laws.

12.3. Indemnification Conditions

The indemnified party shall:

- a) notify the indemnifying party promptly in writing of any claim to which the indemnity may apply;
- b) provide reasonable cooperation and assistance in the defence or settlement of the claim, at the indemnifying party's cost; and
- c) not admit liability or settle the claim without the indemnifying party's prior written consent (not to be unreasonably withheld or delayed).

The indemnifying party shall have conduct and control of the defence and settlement of any such claim.

13. LIMITATION OF LIABILITY

13.1. Aggregate Liability

Subject to the following, each party's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), misrepresentation or otherwise, shall not exceed an amount equal to the total fees paid or payable by the Client to PACT under the relevant Statement of Work in the twelve (12) months preceding the event giving rise to the claim. For the purposes of this Clause, all claims arising out of the same event or series of connected events shall be treated as one claim.

Nothing herein shall limit or exclude either party's liability for:

- a) Its indemnification obligations as set out hereunder;
- b) death or personal injury caused by its negligence;
- c) fraud or fraudulent misrepresentation; or
- d) any other liability which cannot lawfully be limited or excluded under applicable law.

13.2. Exclusions

Subject always to the foregoing, neither party shall be liable to the other, whether in contract, tort (including negligence), misrepresentation or otherwise, for any:

- a) loss of profits, revenues, business or anticipated savings;
- b) loss of goodwill or reputation;
- c) loss of, corruption of, or error or inaccuracy of data or information;

- d) business interruption or loss of use; or
- e) indirect, special, incidental, punitive, exemplary or consequential loss or damage,

in each case arising out of or in connection with the Agreement, whether or not such loss was foreseeable or the party had been advised of the possibility of such loss.

14. INSURANCE

Each party shall, at its own expense, maintain in force with a reputable insurance provider such insurance policies as are reasonably appropriate to cover its obligations and liabilities hereunder, including (where applicable) professional indemnity insurance, public liability insurance and employer's liability insurance.

Nothing herein shall be construed as requiring either party to maintain insurance at a level greater than that customarily maintained by it in the ordinary course of its business for services of a similar nature.

15. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations hereunder or a Statement of Work to the extent that such failure or delay is caused by an event or circumstance beyond its reasonable control which could not reasonably have been foreseen or prevented (a Force Majeure Event).

"Force Majeure Events" may include (without limitation): acts of God, flood, fire, earthquake or severe weather; war, terrorism, civil unrest or riots; epidemic or pandemic; governmental action, law or regulation; embargo, sanction or export restriction; failure or interruption of utilities, transport or telecommunications networks; or industrial disputes not involving the affected party's own personnel.

The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and shall use reasonable endeavours to mitigate its effects and to resume performance of the affected obligations as soon as reasonably practicable. Any time for performance of the affected obligations shall be extended for the duration of the Force Majeure Event.

Nothing in this Clause shall excuse or suspend any obligation to make payment in respect of Services already performed.

16. ASSIGNMENT AND SUBCONTRACTING

PACT may assign or transfer the Agreement, to an Affiliate or in connection with a merger, reorganisation or sale of all or substantially all its business or assets to which these Terms relate, provided that such assignment is not to a competitor of the Client. PACT shall notify the Client in writing of any such assignment. The Client shall not assign, transfer or otherwise deal with all or any of its rights or obligations under these Terms or any Statement of Work without PACT's prior written consent, such consent not to be unreasonably withheld or delayed. Any attempted assignment or transfer in violation of the foregoing will be null and void.

All provisions of these Terms and any Statement of Work shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of each party.

PACT may subcontract or otherwise engage third parties to perform any part of the Services, provided that PACT remains responsible for the performance of the Services in accordance with this Agreement. PACT shall ensure that any subcontractor or third party engaged in connection with the Services is subject to obligations relating to confidentiality, data protection and security that are no less onerous than those set out in this Agreement.

17. RELATIONSHIP OF THE PARTIES

The relationship between the parties hereunder is that of independent contractors. Nothing herein or in a

Statement of Work shall be deemed to create any partnership, joint venture, agency, fiduciary or employment relationship between the parties, or between the Client and any personnel engaged by PACT.

Neither party nor any of its personnel shall have any authority to bind the other or to incur any obligation on the other's behalf unless expressly authorised in writing by the other party.

18. NOTICES

All notices sent by you to PACT must be sent to PACT Solutions Ltd, 20-22 Wenlock Road, London, N1 7GU, or by email to info@pact-solutions.co.uk.

We may give notice to you at either the e-mail or postal address you provide to PACT in the Statement of Work or as subsequently notified by you.

Notice will be deemed received and properly served twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

19. CHANGE REQUESTS

If you request any change to the scope, nature or timing of the Services, including changes to requirements, assumptions, deliverables, dependencies or access arrangements, PACT shall be entitled to assess the impact of such change on the Services.

Any agreed change may result in adjustments to the scope of the Services, fees, timelines, delivery approach or other aspects of the Agreement and shall be documented in writing, including by way of an updated or supplemental Statement of Work, before the change is implemented.

PACT shall not be obliged to implement any change request unless and until such change has been agreed in writing, and any work performed outside the agreed scope shall be subject to agreement in accordance with this Agreement.

20. WAIVER

No failure or delay by either party to exercise any right or remedy under these Terms shall operate as a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

No waiver of any breach of these Terms or a Statement of Work shall be effective unless it is in writing and signed by the party giving the waiver. Any waiver shall apply only to the circumstances for which it is given and shall not constitute a waiver of any subsequent breach.

21. SEVERANCE

If any provision or part-provision of these Terms or any Statement of Work is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of these Terms or the relevant Statement of Work.

22. THIRD PARTY RIGHTS

Unless expressly stated otherwise in these Terms or a Statement of Work, a person who is not a party to these Terms shall not have any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

The rights of the parties to terminate, rescind or vary these Terms or any Statement of Work shall not be subject to the consent of any third party.

23. GOVERNING LAW AND JURISDICTION

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and each Statement of Work or its or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and each Statement of Work or its and their subject matter or formation.

24. SURVIVAL

Any provision of this Agreement which by its nature is intended to survive termination or expiry shall survive, including (without limitation) provisions relating to confidentiality, data protection, intellectual property, limitation of liability and governing law.

25. DEFINITIONS

Additional definitions applicable to these Terms are set out below.

Affiliate(s): means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with such person.

Business Day: means a day (other than a Saturday or Sunday) on which banks are generally open for business in London.

Personal Data: has the meaning assigned to it in the UK GDPR.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.